



Your business  
is our business.

REDACTED – FOR PUBLIC INSPECTION

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Greenbelt, Maryland 20770  
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internet: [www.jsitel.com](http://www.jsitel.com), e-mail: [jsi@jsitel.com](mailto:jsi@jsitel.com)

October 11, 2013

**By Hand Delivery**

Marlene H. Dortch, Secretary  
Federal Communications Commission  
Office of the Secretary  
445 12<sup>th</sup> Street, SW  
Washington, DC 20554

**Re: WC Docket No. 10-90, WC Docket No. 11-42  
2013 ETC Annual Report of New Paris Telephone, Inc.  
Study Area Code 320797**

Dear Ms. Dortch:

On behalf of New Paris Telephone, Inc. “New Paris”, JSI files the attached confidential and redacted versions of the FCC Form 481 ETC annual reporting information pursuant to sections 54.313 and 54.422 of the Commission’s rules.<sup>1</sup> New Paris seeks confidential treatment under Protective Order for section 54.313(f)(2) financial information.<sup>2</sup> The redacted version is also being filed this date via the FCC’s Electronic Comment Filing System.

Please direct any questions regarding the filing to the undersigned.

Sincerely,

John Kuykendall  
JSI Vice President  
301-459-7590  
[jkuykendall@jsitel.com](mailto:jkuykendall@jsitel.com)

cc: Charles Tyler, Telecommunications Access Policy Division (two copies, confidential)

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<sup>1</sup> 47 C.F.R. §§ 54.313, 54.422.

<sup>2</sup> *Connect America Fund et al.*, WC Docket No. 10-90 *et al.*, Protective Order, DA 12-1857 rel. Nov. 16, 2012 (Protective Order). 47 C.F.R. § 54.313(f)(2).

<b>FCC Form 481 - Carrier Annual Reporting</b> <b>Data Collection Form</b>	<b>FCC Form 481</b> <b>OMB Control No. 3060-0986/OMB Control No. 3060-0819</b> <b>July 2013</b>
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<010> Study Area Code	320797
<015> Study Area Name	NEW PARIS TEL INC
<020> Program Year	2014
<030> Contact Name: Person USAC should contact with questions about this data	Paul
<035> Contact Telephone Number: Number of the person identified in data line <030>	Penrose
<039> Contact Email Address: Email of the person identified in data line <030>	ppenrose@bnin.net

ANNUAL REPORTING FOR ALL CARRIERS			54.313 Completion Required	54.422 Completion Required
<100> Service Quality Improvement Reporting	<i>(complete attached worksheet)</i>			
			<i>(check box when complete)</i>	
<200> Outage Reporting (voice)	<i>(complete attached worksheet)</i>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<210> <input checked="" type="checkbox"/> <-- check box if no outages to report				
<300> Unfulfilled Service Requests (voice)	0		<input checked="" type="checkbox"/>	
<310> Detail on Attempts (voice)		<i>(attach descriptive document)</i>		
<320> Unfulfilled Service Requests (broadband)				
<330> Detail on Attempts (broadband)		<i>(attach descriptive document)</i>		
<400> Number of Complaints per 1,000 customers (voice)			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<410> Fixed	0.0			
<420> Mobile	0.0			
<430> Number of Complaints per 1,000 customers (broadband)				
<440> Fixed				
<450> Mobile				
<500> Service Quality Standards & Consumer Protection Rules Compliance	<i>(check to indicate certification)</i>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<510> 320797in510	<i>(attached descriptive document)</i>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<600> Functionality in Emergency Situations	<i>(check to indicate certification)</i>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<610> 320797in610	<i>(attached descriptive document)</i>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<700> Company Price Offerings (voice)	<i>(complete attached worksheet)</i>			
<710> Company Price Offerings (broadband)	<i>(complete attached worksheet)</i>			
<800> Operating Companies and Affiliates	<i>(complete attached worksheet)</i>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<900> Tribal Land Offerings (Y/N)?	<input type="radio"/> <input checked="" type="radio"/>	<i>(if yes, complete attached worksheet)</i>	<input checked="" type="checkbox"/>	
<1000> Voice Services Rate Comparability	<i>(check to indicate certification)</i>			
<1010>	<i>(attach descriptive document)</i>			
<1100> Terrestrial Backhaul (Y/N)?	<input checked="" type="radio"/> <input type="radio"/>	<i>(if not, check to indicate certification)</i>	<input checked="" type="checkbox"/>	
<1110>	<i>(complete attached worksheet)</i>			
<1200> Terms and Condition for Lifeline Customers	<i>(complete attached worksheet)</i>			<input checked="" type="checkbox"/>

**Price Cap Carriers, Proceed to Price Cap Additional Documentation Worksheet**  
 Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers

<2000>	<i>(check to indicate certification)</i>		
<2005>	<i>(complete attached worksheet)</i>		

**Rate of Return Carriers, Proceed to ROR Additional Documentation Worksheet**

<3000>	<i>(check to indicate certification)</i>	<input checked="" type="checkbox"/>	
<3005>	<i>(complete attached worksheet)</i>	<input checked="" type="checkbox"/>	

**(100) Service Quality Improvement Reporting  
Data Collection Form**

FCC Form 481  
OMB Control No. 3060-0986/OMB Control No. 3060-0819  
July 2013

<010>	Study Area Code	320797
<015>	Study Area Name	NEW PARIS TEL. INC
<020>	Program Year	2014
<030>	Contact Name - Person USAC should contact regarding this data	Paul
<035>	Contact Telephone Number - Number of person identified in data line <030>	Penrose
<039>	Contact Email Address - Email Address of person identified in data line <030>	penrose@nrl.n.mil
<110>	Has your company received its ETC certification from the FCC?	(yes / no) <input type="radio"/> <input checked="" type="radio"/>
<111>	If your answer to line <110> is yes, do you have an existing §54.202(a) "5 year plan" filed with the FCC?	(yes / no) <input type="radio"/> <input type="radio"/>

If your answer to line <111> is yes, then you are required to file a progress report, on line <112> delineating the status of your company's existing § 54.202(a) "5 year plan" on file with the FCC, as it relates to your provision of voice telephony service.

- <112> Attach Five-Year Service Quality Improvement Plan or, in subsequent years, your annual progress report filed pursuant to 47 C.F.R. § 54.313(a)(1). If your company is a CETC which only receives frozen support, your progress report is only required to address voice telephony service.

Name of Attached Document (.pdf)

Please check these boxes below to confirm that the attached PDF, on line 112, contains a progress report on its five-year service quality improvement plan pursuant to § 54.202(a). The information shall be submitted at the wire center level or census block as appropriate.

- <113> Maps detailing progress towards meeting plan targets
- <114> Report how much universal service (USF) support was received
- <115> How (USF) was used to improve service quality
- <116> How (USF) was used to improve service coverage
- <117> How (USF) was used to improve service capacity
- <118> Provide an explanation of network improvement targets not met in the prior calendar year.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<010>	Study Area Code	320797
<015>	Study Area Name	NEW PARIS TEL. INC
<020>	Program Year	2014
<030>	Contact Name - Person USAC should contact regarding this data	Pauli
<035>	Contact Telephone Number - Number of person identified in data line <030>	Pentose
<039>	Contact Email Address - Email Address of person identified in data line <030>	ppentose@bnl.nyu.net

10/14/2013



FCC Form 481  
OMB Control No. 3060-0986/OMB Control No. 3060-0819  
July 2013

320797

NEW PARIS TEL INC

2014

Paul

Penros

openrose@bnin.net

1/1/2013

1000

[illegible]

FCC Form 481  
OMB Control No. 3060-0986/OMB Control No. 3060-0819  
July 2013

<015>	Study Area Name	NEW PARIS TEL INC
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2014

Paul

Penrose

ppenrose@bnin.net

<d4>

[illegible]

FCC Form 481  
OMB Control No. 3060-0986/OMB Control No. 3060-0819  
July 2013

<010>	Study Area Code	320797
<015>	Study Area Name	NEW PARIS TEL. INC.
<020>	Program Year	2014
<030>	Contact Name - Person USAC should contact regarding this data	Paul
<035>	Contact Telephone Number - Number of person identified in data line <030>	Reinrose
<039>	Contact Email Address - Email Address of person identified in data line <030>	ppentrose@bnh.net
<810>	Reporting Carrier	New Paris Telephone, Inc.
<811>	Holding Company	N/A
<812>	Operating Company	N/A

[illegible]

**(900) Tribal Lands Reporting  
Data Collection Form**

FCC Form 481  
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July 2013

<010>	Study Area Code	320797
<015>	Study Area Name	NEW PARIS TEL. INC
<020>	Program Year	2014
<030>	Contact Name - Person USAC should contact regarding this data	Paul Penrose
<035>	Contact Telephone Number - Number of person identified in data line <030>	Penrose
<039>	Contact Email Address - Email Address of person identified in data line <030>	ppenrose@nln.net
<910>	Tribal Land(s) on which ETC Serves	

<920> Tribal Government Engagement Obligation

If your company serves Tribal lands, please select (Yes, No, NA) for each these boxes to confirm the status described on the attached PDF, on line 920, demonstrates coordination with the Tribal government pursuant to § 54.313(a)(9) includes:

	Select (Yes, No, NA)
<921> Needs assessment and deployment planning with a focus on Tribal community anchor institutions;	
<922> Feasibility and sustainability planning;	
<923> Marketing services in a culturally sensitive manner;	
<924> Compliance with Rights of Way processes	
<925> Compliance with Land Use permitting requirements	
<926> Compliance with Facilities Siting rules	
<927> Compliance with Environmental Review processes	
<928> Compliance with Cultural Preservation review processes	
<929> Compliance with Tribal Business and Licensing requirements.	

Name of Attached Document (.pdf)

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**(1100) No Terrestrial Backhaul Reporting  
Data Collection Form**

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July 2013

<010>	Study Area Code	320797
<015>	Study Area Name	NEW PARIS TEL INC
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<030>	Contact Name - Person USAC should contact regarding this data	Paul
<035>	Contact Telephone Number - Number of person identified in data line <030>	Penrose
<039>	Contact Email Address - Email Address of person identified in data line <030>	ppenrose@nln.net

<1120> Please check this box to confirm no terrestrial backhaul options exist within the supported area pursuant to § 54.313(G)

☐

<1130> Please check this box to confirm the reporting carrier offers broadband service of at least 1 Mbps downstream and 256 kbps upstream within the supported area pursuant to § 54.313(G)

☐

**(1200) Terms and Condition for Lifeline Customers  
Lifeline  
Data Collection Form**

 FCC Form 481  
 OMB Control No. 3060-0986/OMB Control No. 3060-0819  
 July 2013

<010>	Study Area Code	320797
<015>	Study Area Name	NEW PARIS TEL. INC
<020>	Program Year	2014
<030>	Contact Name - Person USAC should contact regarding this data	Paul
<035>	Contact Telephone Number - Number of person identified in data line <030>	Penrose
<039>	Contact Email Address - Email Address of person identified in data line <030>	ppenrose@bnl.net

<1210>	Terms & Conditions of Voice Telephony Lifeline Plans	320797ln1210	Name of attached document (.pdf)
<1220>	Link to Public Website  "Please check these boxes below to confirm that the attached PDF, on line 1210, or the website listed, on line 1220, contains the required information pursuant to § 54.422(a)(2) annual reporting for ETCs receiving low-income support, carriers must annually report:	HTTP <a href="http://www.nptel.com/telephone/localservice.htm">www.nptel.com/telephone/localservice.htm</a>	
<1221>	Information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers,	<input checked="" type="checkbox"/>	
<1222>	Details on the number of minutes provided as part of the plan,	<input checked="" type="checkbox"/>	
<1223>	Additional charges for toll calls, and rates for each such plan.	<input checked="" type="checkbox"/>	

<010>	Study Area Code	320797
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<030>	Contact Name - Person USAC should contact regarding this data	Paul
<035>	Contact Telephone Number - Number of person identified in data line <030>	Penrose
<039>	Contact Email Address - Email Address of person identified in data line <030>	ppenrose@nln.net

CHECK the boxes below to note compliance as a recipient of Incremental Connect America Phase I support, frozen High Cost support, High Cost support to offset access charge reductions, and Connect America Phase II support as set forth in 47 CFR § 54.313(b)(c)(d)(e) the information reported on this form and in the documents attached below is accurate.

<2010>	Incremental Connect America Phase I reporting	<input type="checkbox"/>
<2010>	2nd Year Certification (47 CFR § 54.313(b)(1))	<input type="checkbox"/>
<2011>	3rd Year Certification (47 CFR § 54.313(b)(2))	<input type="checkbox"/>
<2012>	Price Cap Carrier Receiving Frozen Support Certification (47 CFR § 54.312(a))	<input type="checkbox"/>
<2012>	2013 Frozen Support Certification	<input type="checkbox"/>
<2013>	2014 Frozen Support Certification	<input type="checkbox"/>
<2014>	2015 Frozen Support Certification	<input type="checkbox"/>
<2015>	2016 and Future Frozen Support Certification	<input type="checkbox"/>
<2016>	Price Cap Carrier Connect America ICC Support (47 CFR § 54.313(d))	<input type="checkbox"/>
<2016>	Certification Support Used to Build Broadband	<input type="checkbox"/>
<2017>	Connect America Phase II Reporting (47 CFR § 54.313(e))	<input type="checkbox"/>
<2017>	3rd Year Broadband Service Certification	<input type="checkbox"/>
<2018>	5th Year Broadband Service Certification	<input type="checkbox"/>
<2019>	Interim Progress Certification	<input type="checkbox"/>
<2020>	Please check the box to confirm that the attached PDF, on line 2021, contains the required information pursuant to § 54.313 (e)(3)(ii), as a recipient of CAF Phase II support shall provide the number, names, and addresses of community anchor institutions to which began providing access to broadband service in the preceding calendar year.	<input type="checkbox"/>
<2021>	Interim Progress Community Anchor Institutions	<input type="checkbox"/>
	Name of Attached Document Listing Required Information	<input type="checkbox"/>

**(3000) Rate Of Return Carrier Additional Documentation**  
**Data Collection Form**

 FCC Form 481  
 OMB Control No. 3060-0986/OMB Control No. 3060-0819  
 July 2013

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<030>	Contact Name - Person USAC should contact regarding this data	Paul
<035>	Contact Telephone Number - Number of person identified in data line <030>	Ponrose
<039>	Contact Email Address - Email Address of person identified in data line <030>	pntrose@nlin.net

**CHECK the boxes below to note compliance on the five year service quality plan (pursuant to 47 CFR § 54.202(a)) and, for privately held carriers, ensuring compliance with the financial reporting requirements set forth in 47 CFR § 54.313(f)(2). I further certify that the information reported on this form and in the documents attached below is accurate.**

**Progress Report on 5 Year Plan**

(3010)	Milestone Certification (47 CFR § 54.313(f)(1)(i)) Please check this box to confirm that the attached PDF, on line 3012, contains the required information pursuant to § 54.313 (f)(1)(i), as a recipient of CAF Phase II support shall provide the number, names, and addresses of community anchor institutions to which began providing access to broadband service in the preceding calendar year.	Name of Attached Document Listing Required Information	<input type="checkbox"/>
(3011)	Community Anchor Institutions (47 CFR § 54.313(f)(1)(ii)) Is your company a Privately Held ROR Carrier (47 CFR § 54.313(f)(2)) If yes, does your company file the RUS annual report Please check these boxes to confirm that the attached PDF, on line 3017, contains the required information pursuant to § 54.313(f)(2) compliance requires: Electronic copy of their annual RUS reports (Operating Report for Telecommunications Borrowers)	Name of Attached Document Listing Required Information	<input checked="" type="checkbox"/> (Yes/No) <input checked="" type="checkbox"/> (Yes/No)
(3015)	PDF of Balance Sheet, Income Statement and Statement of Cash Flows		<input checked="" type="checkbox"/>
(3016)	PDF of Balance Sheet, Income Statement and Statement of Cash Flows		<input checked="" type="checkbox"/>
(3017)	If the response is yes on line 3014, attach your company's RUS annual report and all required documentation		
(3018)	If the response is no on line 3014, is your company audited? If the response is yes on line 3018, please check the boxes below to confirm your submission, on line 3026 pursuant to § 54.313(f)(2), contains: Either a copy of their audited financial statement; or (2) a financial report in a format comparable to RUS Operating Report for Telecommunications PDF of Balance Sheet, Income Statement and Statement of Cash Flows	Name of Attached Document Listing Required Information	3207971n3017 <input type="checkbox"/> (Yes/No)
(3019)	Management letter issued by the independent certified public accountant that performed the company's financial audit.		<input type="checkbox"/>
(3020)	If the response is no on line 3018, please check the boxes below to confirm your submission, on line 3026 pursuant to § 54.313(f)(2), contains: Copy of their financial statement which has been subject to review by an independent certified public accountant; or (2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers.		<input type="checkbox"/>
(3021)	Underlying information subjected to a review by an independent certified public accountant		<input type="checkbox"/>
(3022)	Underlying information subjected to an officer certification.		<input type="checkbox"/>
(3023)	PDF of Balance Sheet, Income Statement and Statement of Cash Flows		<input type="checkbox"/>
(3024)	Attach the worksheet listing required information	Name of Attached Document Listing Required Information	<input type="checkbox"/>

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<b>Certification - Reporting Carrier Data Collection Form</b>	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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<010>	Study Area Code	320797
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<030>	Contact Name - Person USAC should contact regarding this data	Paul
<035>	Contact Telephone Number - Number of person identified in data line <030>	Penrose
<039>	Contact Email Address - Email Address of person identified in data line <030>	ppenrose@bnin.net

TO BE COMPLETED BY THE REPORTING CARRIER, IF THE REPORTING CARRIER IS FILING ANNUAL REPORTING ON ITS OWN BEHALF:

<b>Certification of Officer as to the Accuracy of the Data Reported for the Annual Reporting for CAF or LI Recipients</b>	
I certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual reporting requirements for universal service support recipients; and, to the best of my knowledge, the information reported on this form and in any attachments is accurate.	
Name of Reporting Carrier: NEW PARIS TEL INC	
Signature of Authorized Officer: CERTIFIED ONLINE	Date 10/14/2013
Printed name of Authorized Officer: Paul Penrose	
Title or position of Authorized Officer: CFO	
Telephone number of Authorized Officer: 574-831-2176	
Study Area Code of Reporting Carrier: 320797	Filing Due Date for this form: 10/15/2013
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

<b>Certification - Agent / Carrier Data Collection Form</b>	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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<010> Study Area Code	320797
<015> Study Area Name	NEW PARIS TEL INC
<020> Program Year	2014
<030> Contact Name - Person USAC should contact regarding this data	Paul
<035> Contact Telephone Number - Number of person identified in data line <030>	Penrose
<039> Contact Email Address - Email Address of person identified in data line <030>	ppenrose@bnin.net

TO BE COMPLETED BY THE REPORTING CARRIER, IF AN AGENT IS FILING ANNUAL REPORTS ON THE CARRIER'S BEHALF:

Certification of Officer to Authorize an Agent to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier	
I certify that (Name of Agent) _____ is authorized to submit the information reported on behalf of the reporting carrier. I also certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual data reporting requirements provided to the authorized agent; and, to the best of my knowledge, the reports and data provided to the authorized agent is accurate.	
Name of Authorized Agent: _____	
Name of Reporting Carrier: _____	
Signature of Authorized Officer: _____	Date: _____
Printed name of Authorized Officer: _____	
Title or position of Authorized Officer: _____	
Telephone number of Authorized Officer: _____	
Study Area Code of Reporting Carrier: _____	Filing Due Date for this form: _____
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

TO BE COMPLETED BY THE AUTHORIZED AGENT:

Certification of Agent Authorized to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier	
I, as agent for the reporting carrier, certify that I am authorized to submit the annual reports for universal service support recipients on behalf of the reporting carrier; I have provided the data reported herein based on data provided by the reporting carrier; and, to the best of my knowledge, the information reported herein is accurate.	
Name of Reporting Carrier: _____	
Name of Authorized Agent or Employee of Agent: _____	
Signature of Authorized Agent or Employee of Agent: _____	Date: _____
Printed name of Authorized Agent or Employee of Agent: _____	
Title or position of Authorized Agent or Employee of Agent: _____	
Telephone number of Authorized Agent or Employee of Agent: _____	
Study Area Code of Reporting Carrier: _____	Filing Due Date for this form: _____
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

## Attachments

**New Paris Telephone, Inc., demonstration of complying with applicable service quality standards and consumer protection rules:**

In establishing this certification in its *2005 ETC Order*,<sup>1</sup> the FCC found that an ETC must make “a specific commitment to objective measures to protect consumers.”<sup>2</sup> The Commission found that for wireless ETCs, compliance with CTIA’s Consumer Code for Wireless Service would satisfy this requirement” and that the sufficiency of other commitments would be considered on a case-by-case basis.<sup>3</sup> In this context, the FCC stated, “to the extent a wireline or wireless ETC applicant is subject to consumer protection obligations under state law, compliance with such laws may meet our requirement.”<sup>4</sup>

New Paris Telephone, Inc., (“Company”) hereby certifies that it is complying with applicable service quality standards and consumer protection rules. The Company is subject to consumer protection obligations under the Indiana Code (IC) and Indiana Administrative Code (IAC). These obligations include, but are not limited to, the following: (1) adherence to Indiana state consumer protection requirements governing telephone providers which include Quality of Service rules as identified in IC 8-1-17.5-24, and Compliance with Anti-Slamming and Anti-Cramming Procedures as adopted in IC 8-1-29-5, Rule 1.1 170 IAC 7-1.3-8.1; (2) truth-in-billing requirements as required in

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<sup>1</sup> *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, FCC 05-46 (rel. Mar. 17, 2005) (“*2005 ETC Order*”).

<sup>2</sup> *Id.* at para. 28.

<sup>3</sup> *Id.* The FCC noted that under the CTIA Consumer Code, wireless carriers agree to: “(1) disclose rates and terms of service to customers; (2) make available maps showing where service is generally available; (3) provide contract terms to customers and confirm changes in service; (4) allow a trial period for new service; (5) provide specific disclosures in advertising; (6) separately identify carrier charges from taxes on billing statements; (7) provide customers the right to terminate service for changes to contract terms; (8) provide ready access to customer service; (9) promptly respond to consumer inquiries and complaints received from government agencies; and (10) abide by policies for protection of consumer privacy.” *Id.* at n. 71.

<sup>4</sup> *Id.* at n. 72.

Rule 1.3 170 IAC 7-1.3-6; and (3) CPNI, Red Flag Rules and other applicable federal and state requirements governing the protection of customers' privacy.

**New Paris Telephone, Inc. demonstration of ability to function in emergency situations:**

**New Paris Telephone, Inc.**, (“Company”) hereby certifies that it is able to function in emergency situations as set forth in the Code of Federal Regulations, Title 47, Part 54, Subpart C, §54.202(a)(2)<sup>1</sup> and Rule 1.2, 170 IAC 7-1.2-18 of the Indiana Administrative Code. The Company’s network is designed to remain functional in emergency situations without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations as required by Section 54.202(a)(2). The Company can change call routing translations as needed to reroute traffic around damaged facilities. Changing call routing translations will also allow the Company to manage traffic spikes throughout its network, as emergency situations require.

Specifically, each central office building is supplied with standby generators and battery back-up that enable the central office to keep running until power is restored so long as fuel is available, or until system changes are made to reroute traffic. In accordance, and compliance, with Rule 1.2, 170 IAC 7-1.2-18, all switching offices or equivalent with installed emergency power generating equipment have a minimum of three (3) hours battery capacity; switching offices or equivalent without installed emergency power generating equipment have a minimum battery capacity of five (5) hours.

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<sup>1</sup> Section 54.202(a)(2) requires ETCs that are designated by the Commission to “demonstrate its ability to remain functional in emergency situations, including a demonstration that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations.”

**NEW PARIS TELEPHONE CO., INC.  
CUSTOMER SERVICE AGREEMENT**

**1. GENERAL APPLICATION.**

This Service Agreement ("Agreement") constitutes your agreement with NEW PARIS TELEPHONE CO., INC. for any Services, as defined by this Agreement, you subscribe to or receive from us, to the extent not governed by any governmentally-regulated tariffs or other written agreement between us, which tariffs or other agreement will supersede this agreement only concerning provisions that are not consistent with this Agreement. This Agreement is effective now for customers already subscribing to Services, or the date customers subscribe to Services on or after July 1, 2009.

This Agreement incorporates by reference our rates, charges, terms and conditions for Services ("Prices and Rules") as posted and amended from time to time. If you do not have internet access to our website, you may request a written copy of these Prices and Rules by calling or writing to us at the telephone number and address on our bills.

**Your subscription to, use of, or payment for Services constitutes your acceptance of this Agreement and our Prices and Rules. Contact us at 574-831-2176 or e-mail us at [info.nptel.com](mailto:info.nptel.com) immediately to cancel Services if you do not agree to any part of this Agreement. If you cancel Services, you will be responsible for all usage charges and the pro-rata portion of all monthly recurring charges incurred prior to cancellation.**

- **Changes to this Agreement.** We reserve the right to change the terms and prices of the Services at any time, including this Agreement and the Prices and Rules incorporated in this Agreement. You will be provided written notice of changes in pricing and other terms and conditions relative to this Agreement in accordance with Section 9. The change will become effective on the date described in the notice. We will not provide notice to you regarding price decreases or the expiration of promotional pricing, offers, and terms. We will not provide notice of changes to applicable taxes or surcharges, unless required by law or regulation, but we may post such changes to the Prices and Rules page on our Website.

**Your continued use of the Services after any change constitutes your acceptance of any such changes in the Prices and Rules. Your sole remedy for any changes made by us is your right to cancel the affected Service or terminate this Agreement.**

**THIS AGREEMENT REQUIRES THE USE OF ARBITRATION AND WAIVES ANY RIGHT TO TRIAL BY JURY TO RESOLVE CERTAIN DISPUTES AND OTHERWISE LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. You should carefully read all terms in this Agreement, including a Mandatory Arbitration of disputes provision.**

**2. DEFINITIONS.**

- "Company," "we," and "us" means NEW PARIS TELEPHONE CO., INC., any successor to or affiliate of NEW PARIS TELEPHONE CO., INC. to the extent such successor or affiliate provides Services to you under this Agreement.
- "Prices and Rules" means the rates and descriptions, charges, or other terms and conditions applicable to Services in addition to the terms described here, incorporated by reference into this Agreement or by requesting a copy from us by calling 574-831-2176 or at listed e-mail address on the Website, [info@nptel.com](mailto:info@nptel.com). In the event of conflict between the terms and conditions of this document and the Prices and Rules, the terms and conditions of this Agreement govern. **You agree that it is impractical to list in this document all of the Service descriptions, charges, and other terms applicable to all Services governed by this Agreement and that providing this information on our Website is a reasonable method of providing you with notice of the Prices and Rules.**
- "Service" or "Services" means all telecommunications and ancillary services we provide to you.
- "Customer", "you", or "your" means any person or entity that requests or uses Services.

**3. SERVICE PROVISION AND USE**

- **Provision of Services.** In our sole discretion, we may accept or reject your request for Services for any lawful reason. Before activation of any Service, we may check your credit; verify your identity; require a deposit, prepayment or other fee to establish or maintain Services; or require that you execute any authorizations and verifications we believe necessary. You must have and maintain satisfactory credit to receive and continue to receive Services.
- **Installation.** If required, you will provide reasonable cooperation to enable us or our agents to install or repair the Services. You are responsible for damage to our equipment and Services located on your premises, excluding reasonable wear and tear or damage caused by us.
- **Use of Services.** You agree to: (A) ensure compliance with this Agreement by anyone you authorize to use the Services; (B) pay all charges for Services provided or used under this Agreement including, but not limited to, unauthorized charges incurred on calls placed from your premises; (C) ensure that your actions and equipment do not directly or indirectly interfere with our ability to provide Services to others, or the quality of such Services; (D) comply with all applicable laws and regulations when using our Services and not use our Services in an unlawful, fraudulent, destructive, or abusive manner, or allow others to do so, (E) not use Services in such a manner that causes interference with our or another users of our network, and (F) allow us, **in our sole discretion and without liability to you, to place restrictions on use of your Services, and immediately (even during a call) disrupt, suspend, or terminate your Services without notice for violations, suspected violations, or to prevent violations of the terms of this Agreement.**

- **Monitoring.** You understand that it may be possible for unauthorized third parties to monitor data traffic. If you wish to secure your usage in connection with any Services, you have the obligation to obtain, at your own cost, encryption software or other transmission security protections. You assume full responsibility for the establishment of appropriate security measures to control or limit access to your information.
- **Acceptable Use Policy.** If you purchase Services that connect to or flow over the Internet, you must conform to our acceptable use policy which is posted on our Website.
- **Failure to Comply.** If you fail to comply with any provision of this Section 3, you release us from all liabilities or obligations in connection with the affected Service and you will indemnify us for all costs or damages that we incur as a result of your non-compliance as described in Section 7 of this Agreement.

#### 4. CHARGES AND PAYMENT

- **Charges.** We will bill you for Services on a monthly basis based on the current Prices and Rules posted on the Website and listed in any written information we send you. You agree to pay these charges, including all applicable connection charges, usage charges, monthly fees, monthly minimums, other fees, surcharges, taxes and federal, state and local government or quasi-government imposed or permitted charges, including, but not limited to, charges related to E-911, state and federal Universal Service, Telephone Relay Service, payphone providers, Interexchange Carrier Charges and Federal Subscriber Line Charge. Taxes and government surcharges will be in the amounts that federal, state, and local authorities require or permit us to bill you. You agree to pay all taxes, surcharges, assessments, and other fees that are related to the Services and included on your bill, unless you are exempt from these payments and provide us documentary evidence of the exemption.
- **Billing.** Any Recurring Charges for your Service listed in the Prices and Rules begin accruing when the Service to which the Recurring Charges are applicable is available for your use. You may be billed a prorated portion of any Recurring Charges in the initial month of service. Recurring Charges are billed in advance, depending on the Service, while monthly usage charges are generally billed in arrears. If your monthly charges net to \$0, you may not be billed. Current billing information on your account is accessible from our Website or by calling our customer service number. An additional fee may be charged for bill reprints.
- **Payment.** You must pay all charges applicable to your Services, including all applicable taxes, fees, and surcharges, within 15 days of the bill date. Acceptable forms of payment are U.S. Currency, valid and current checking account, USPS money order, and financial cashier's check, valid and current VISA or MasterCard credit/debit cards, and electronic fund transfers. Payments may be mailed, presented in person, or pay online by accessing our website. If we don't receive your payment before the next billing cycle, you agree to pay any costs and expenses associated with our collections efforts, including attorneys' fees. We may charge you an insufficient funds or returned check fee, up to the maximum rate allowed by law, if your check, bank draft, electronic funds transfer, or other order for payment is dishonored or returned for insufficient funds or any other reason. Our acceptance of late or partial payment (even those marked "PAID IN FULL") and late payment charges will not constitute waiver of any of our rights to collect the full amount due under this Agreement.

Any mathematical error made by us or any of our representatives does not constitute an offer and may be corrected by us.

You are responsible for preventing any unauthorized use of the Services, and you are solely responsible for paying us for any charges resulting from unauthorized use of our Services.

- **Disputed Charges.** Except as otherwise provided by applicable law, you must notify us of any disputes concerning any billed charges within 60 days of the date of the bill. You accept all charges not disputed within 60 days. We mutually waive all rights of subrogation against each other in connection with Services. To dispute a charge on your bill, you must follow the procedures in Section 8 of this Agreement.
- **Credit Check; Deposits; Credit Limits.** Our provision of Service to you is subject to our approval of your credit. You give us permission to check and verify your credit as needed in our sole discretion. If we determine you are a credit risk at any time during your Service period with us, we may require you to submit a deposit or make an advance payment to us in a reasonable amount that we determine. If you fail to pay for Services when due, we may, without providing notice to you, apply your deposit or advance payment to the amount owed. If you refuse to make a deposit or advance payment or otherwise establish credit, we reserve the right to refuse to provide you Service subject only to applicable federal or state law. As we determine in our sole discretion and to the extent permitted by applicable law, we may set a credit limit on your account at any time. We may restrict the Services to which you have access if you exceed this credit limit.

#### 5. TERMINATION OF SERVICE

- **Termination of Service by You.** You may cancel Services at any time by calling the toll-free number on your bill; however, your continued subscription to, use of, or payment for Services after the cancellation date you give us will continue this Agreement for those Services. If you cancel a Service prior to the completed installation of that Service, you agree to pay all reasonable costs incurred by us in implementation of the Service before cancellation notice was received, as if the implementation of the order had been completed.
- **Termination or Suspension of Service by us.** To the extent permitted by the Prices and Rules and applicable law or regulation, we may terminate or suspend your Service with or without notice, depending on the circumstances, for any reason including for nonpayment of any amount owed to us, including disputed amounts that we determine was validly billed, and your violation of any limitation listed in Section 3 of this Agreement.
- **Termination and Payment.** Regardless of the reason for disconnection, you must pay all charges incurred before our disconnection of your Service. You will be charged the full Recurring Charges for your Services for the month in which those Services terminate. Promotional credits or discounts may not be applied to your final bill. If you reinstate Services following cancellation or termination, we may require you to pay a deposit.



- **Force Majeure.** We will not be responsible for any delay, interruption, or other failure to perform under this Agreement due to acts beyond our control. Force majeure events include, but are not limited to natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts or other facilities damage by third parties, and acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; governmental decrees; and any other cause beyond our reasonable control.

**6. DISCLAIMER OF WARRANTIES.** THE COMPANY PROVIDES ALL SERVICES “AS IS” AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES RELATED TO THE SERVICES, INCLUDING ANY IMPLIED WARRANTY OF NON- INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND YOU AGREE TO HOLD US HARMLESS FOR ALL SUCH PROBLEMS. WE DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU AGREE THAT YOU WILL NOT RELY ON ANY SUCH STATEMENT.

**7. LIMITATION OF LIABILITY**

- **Direct Damages.** The Company is not liable for any damages arising out of or in connection with any: (A) act or omission by you, or another person or company; (B) provision or failure to provide Services, including deficiencies or problems with any equipment used in connection with the Services (for example, blocked calls, transmission failures, interruptions in Service, etc.); (C) content or information accessed while using our Services, such as through the Internet; (D) interruption or failure in accessing or attempting to access emergency services, including through 911 or otherwise, or (E) errors or omissions in any directory or database listings, including listings we provide to public safety answering points. IF, FOR ANY REASON, WE ARE FOUND TO BE RESPONSIBLE TO YOU FOR MONETARY DAMAGES RELATING TO ANY SERVICES OBTAINED THROUGH US AND IF THIS LIMITATION IS FOUND TO BE UNENFORCEABLE FOR ANY REASON, YOU AGREE THAT ANY SUCH DAMAGES WILL NOT EXCEED THE PRO-RATED MONTHLY RECURRING CHARGES PAID BY OR OTHERWISE OWED BY YOU FOR THE AFFECTED SERVICES DURING THE AFFECTED PERIOD.
- **NO CONSEQUENTIAL OR OTHER DAMAGES.** UNDER NO CIRCUMSTANCES IS THE COMPANY LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES OR ANY EQUIPMENT USED IN CONNECTION WITH THE SERVICES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE, LOSS OF OPPORTUNITY, OR COST OF REPLACEMENT SERVICES.
- **Indemnification.** You will indemnify and defend the Company, its directors, officers, employees, affiliates, subsidiaries, agents, and their successors and assigns from and against all claims, damages, losses, or liabilities, including reasonable attorneys’ fees, arising from or relating to any Service, or any act or omission by you related to any Service or any person you authorize or permit to use any Service, including incorrect or misleading information, libel, slander, invasion of privacy, identity theft, intellectual property infringement, and any defective Service.
- **Survival.** All provisions of this Section 7 will survive and continue to apply after this Agreement is canceled or terminates.

**8. DISPUTE RESOLUTION**

- **Dispute Process.** If you have a dispute with the Company relating to any matter, you agree to first notify us at the telephone number or address shown on your bill in an attempt to resolve your dispute. You must describe your dispute with specificity and provide us with any supporting documentation. If we have a dispute with you, we will notify you in writing in an attempt to resolve the dispute. If after following this process, either party is unable to resolve its dispute within 30 days of notifying the other party, either party may take the dispute to small claims court, if appropriate under applicable state or local rules or laws. Alternatively, either party may pursue the dispute only as set forth below.
- **MANDATORY ARBITRATION OF DISPUTES.** INSTEAD OF SUING IN COURT, YOU AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND (“CLAIMS”) AGAINST US. THIS INCLUDES BUT IS NOT LIMITED TO CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AS WELL AS CLAIMS ARISING OUT OF OR RELATING TO OUR SERVICES, BILLING OR ADVERTISING, OR ARISING OUT OF OR RELATING TO EQUIPMENT YOU OR WE MAY USE IN CONNECTION WITH SERVICES. THIS REQUIREMENT TO ARBITRATE APPLIES EVEN IF A CLAIM ARISES AFTER YOUR SERVICES HAVE TERMINATED; AND APPLIES TO ALL CLAIMS YOU MAY BRING AGAINST OUR EMPLOYEES, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES;

THE FEDERAL ARBITRATION ACT, NOT STATE LAW, APPLIES TO THIS AGREEMENT AND ITS PROVISIONS AND, GOVERNS ALL QUESTIONS OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION. THIS PROVISION DOES NOT PREVENT EITHER YOU OR US FROM BRINGING APPROPRIATE CLAIMS IN A SMALL CLAIMS COURT HAVING VALID JURISDICTION, OR THE FEDERAL COMMUNICATIONS COMMISSION OR A STATE PUBLIC UTILITIES COMMISSION.

WE FURTHER AGREE THAT YOU WILL NOT JOIN ANY CLAIM WITH A CLAIM OR CLAIMS OF ANY OTHER PERSON(S) OR ENTITY (IES), WHETHER IN A LAWSUIT, ARBITRATION, OR ANY OTHER PROCEEDING. YOU AGREE THAT YOU WILL NOT ASSERT ANY CLAIMS AGAINST US IN ANY REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE, THAT NO CLAIMS WILL BE MADE OR RESOLVED ON A CLASS-WIDE OR COLLECTIVE BASIS, THAT NO ARBITRATOR OR ARBITRATION FORUM WILL HAVE AUTHORITY TO ACCEPT OR DETERMINE ANY CLAIMS ON A CLASS-WIDE OR COLLECTIVE BASIS, AND THAT NO RULES FOR CLASSWIDE OR COLLECTIVE ARBITRATION WILL APPLY. THIS PARAGRAPH AND EACH OF ITS PROVISIONS ARE INTEGRAL TO, AND NOT SEVERABLE FROM, THIS SECTION ON MANDATORY ARBITRATION OF DISPUTES.

A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitration will be filed with and the arbitrator will be selected according to the rules of the National Arbitration Forum (“NAF”), or, alternatively, as we may mutually agree.

Except as expressly provided in the preceding paragraph, the arbitration will be conducted by and under the then-applicable rules of NAF unless the parties agree otherwise. NAF rules can be found at <http://www.adrforum.com>. All expedited procedures prescribed by the applicable rules will apply. We agree to pay our respective arbitration costs, but the arbitrator can apportion these costs as appropriate. NOTWITHSTANDING ANY NAF RULE TO THE CONTRARY, AN ARBITRATION AWARD IS FINAL AND BINDING AND MAY ONLY BE REVIEWED IN ACCORDANCE WITH THE TERMS OF THE FEDERAL ARBITRATION ACT. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT WITH JURISDICTION. IF FOR ANY REASON, THE ABOVE PROVISIONS ON ARBITRATION ARE HELD UNENFORCEABLE OR ARE FOUND NOT TO APPLY TO A CLAIM, YOU AGREE TO WAIVE TRIAL BY JURY. If you file a judicial or administrative action asserting a claim that is subject to arbitration and the Company successfully stays such action or compels arbitration, you agree to pay us costs and expenses incurred in seeking such stay or compelling arbitration, including attorneys' fees.

**Except as expressly provided above, if any portion of this Mandatory Arbitration of Disputes section is determined to be invalid or unenforceable, the remainder of the section remains in full force and effect.**

## 9. MISCELLANEOUS

- **No Waiver of Rights.** If either you or we fail to enforce or waives any requirement under this Agreement that does not waive that party's right to later enforce that requirement in the future.
- **Limitation on Third Party Beneficiaries.** This Agreement does not give any third party a remedy, claim, or right of reimbursement.
- **Severability.** If any provision of the Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- **Assignment.** You may not assign this Agreement to any other person or entity without our prior written approval. We reserve the right to assign or transfer all or part of our rights or duties under this Agreement without notifying you.
- **Notices.** You must provide notices to us as described in the applicable sections of this Agreement. When we receive notice from you via telephone, such notice will be effective on the date we received your call, as shown by our records. We may provide you notice as required under this Agreement in at least one of the following ways, postcard or letter mailed to the most recent address on your account, bill messages, bill inserts, email notification to an address provided by you, posting on the Website, call to your billed telephone number and speaking to you or leaving a message, or any other reasonable method of notice.
- **Governing Law.** This Agreement will be governed by the laws of the state of Indiana except that the arbitration provisions in Section 8 will be governed by the Federal Arbitration Act to the extent applicable.
- **Survivability.** The terms and conditions of this Agreement that by their sense and context are intended to survive the expiration of this Agreement will survive.
- **Conflicts.** If a conflict exists between or among provisions within this Agreement, including all referenced documents and the Prices and Rules at the Website, specific terms will control over general provisions.
- **Entire Agreement.** This Agreement, including the Prices and Rules on our Website, the Acceptable Use Policy on our Website, and all other referenced documents, constitutes the entire agreement and understanding between you and the Company. No written or oral statement, advertisement, or Service description not expressly contained or referenced and incorporated into this Agreement will be allowed to contradict, vary, explain, or supplement this Agreement.

June 30, 2009  
 New Paris Telephone Co, Inc.  
 19079 Market Street  
 PO Box 47  
 New Paris, IN 46553  
 574-831-2176  
[info@nptel.com](mailto:info@nptel.com)

**REDACTED – FOR PUBLIC INSPECTION**

**NEW PARIS TELEPHONE, INC. (SAC 320797)**

**ATTACHMENT - LINE 3017**

**ATTACHMENT REDACTED IN ENTIRETY**